

1 Davis Stipulation Bankruptcy Case # 18-10164/JKF

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Michkel R. Davis and Erika N. Davis a/k/a Erika N. Jusino,
Debtors.

JPMorgan Chase Bank, National Association,
Movant,

v.

Michkel R. Davis and Erika N. Davis a/k/a Erika N. Jusino,
Debtors,

William Miller*R, Trustee,
Additional Respondent.

CHAPTER 13

BANKRUPTCY CASE NUMBER
18-10164/JKF

11 U.S.C. § 362

STIPULATION AND ORDER

AND NOW, in consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the undersigned as follows:

1. This Stipulation shall govern all post-petition payments due and owing to Movant, including those that fall due after the arrears, as set forth below, are cured.

2. The post-petition arrearages on the mortgage held by Movant on Debtors' property at 364 Chelsea Place, Fairless Hills, PA 19030 (the "Property"), are \$7,680.91. The breakdown of the arrears is as follows:

Post-Payments from April 1, 2018 to August 1, 2018 at \$1,552.91 each = \$7,764.55
Less Suspense = \$ 83.64;

3. If Debtors provide proof of negotiated payments not already credited, they will receive credit for those payments.

4. Debtors shall cure the arrearages in the following manner:

(a) The balance of the arrears, to-wit, \$7,680.91, shall be cured by the Debtors through the Chapter 13 Plan;

(b) Debtor shall resume making the regular monthly mortgage payments on September 1, 2018 or as same may be adjusted from time to time in accordance with Paragraph (c);

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(c) If funds are not received prior to the 16th of the month, then the payment shall include all applicable late charges;

(d) All payments to Movant are to be in CERTIFIED FUNDS, MONEY ORDER, or BANK CASHIER'S CHECK with the Loan No. written on the face thereof, and shall be made directly to Attention: BANKRUPTCY DEPARTMENT, JPMorgan Chase Bank, National Association, at 3415 Vision Drive, Columbus, Ohio 43219;

(e) Should Debtor's regular monthly payment amount change, Debtor shall be notified of such change, and the monthly payment amount due under the terms of the Stipulation shall change accordingly;

(f) All further payments will be applied to the arrears and/or monthly payments in the manner prescribed by the Mortgage and Note.

5. Debtors understands that he shall be required to file an amended Chapter 13 Plan to pay the entire new adjusted arrearage claim of Movant in the amount of \$49,913.37 (original arrearage claim of \$42,232.46 + post arrears of \$7,680.91) by September 22, 2018.

6. In the event that Debtors fail to file an Amended Chapter 13 Plan within the time period prescribed above, or if Debtors fail to make any of the payments set forth above, Movant shall notify Debtors and Debtors' attorney of the default in writing and Debtors may cure the default within 15 days of the notice. If the default continues to the following month, the Debtors shall include funds to cure that month's default as well. If Debtors should fail to cure the default within 15 days, Movant may file a Certification of Default with the Court, and upon the filing of the Certification, the Court shall enter an Order granting Movant relief from the Automatic Stay.

7. In the event the instant bankruptcy case is converted to a case under Chapter 7, this shall constitute a default under the terms of this Stipulation. Debtors shall cure the pre-petition and post-petition arrears within ten (10) days from the date of conversion. Should the Debtors fail to cure the arrears within ten (10) days from the date of conversion, counsel for Movant may file a

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Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property.

8. After Movant sends one (1) Notice of Default for Debtors' failure to remain post-petition current, then Movant may file a Certification of Default with the court instead of sending a second Notice of Default.

9. The proof of claim of JPMorgan Chase Bank, National Association is hereby updated to conform to this Agreed order, and further, this Agreed Order shall serve as a Supplemental Proof of Claim.

10. Debtors agree that the Court may waive Rule 4001(a) (3), permitting Movant to immediately implement and enforce the Court's order.

The parties request that this Honorable Court approve this stipulation.

Dated:

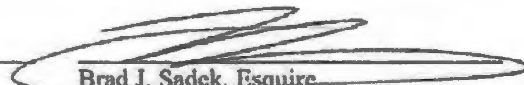
8/31/2018


Kevin S. Frankel, Esquire
Attorney for Movant

KRISTEN D. LITTLE, ESQ. 

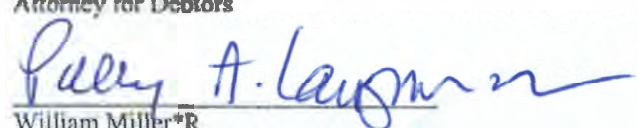
Dated:

8/30/18


Brad J. Sadek, Esquire
Attorney for Debtors

Dated:

9/7/18


William Miller*
Trustee

AND NOW, this _____ day of _____, 2018, it is hereby ORDERED that the foregoing Stipulation is approved, shall be, and is made an Order of this Court.

BY THE COURT:

HONORABLE JEAN K. FITZSIMON
UNITED STATES BANKRUPTCY JUDGE